INVITATION TO BID .	1000	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		OCT 18, 2005	10:00 AM
DIVISION OF ADMINISTRATION			
OFFICE OF STATE PURCHASING	The state of the s	PURCHASING AGENCY NO. :	107001
====> VENDOR NO. : SOLICITATION : 2203255			
FILE NO. :			
OPENING DATE: 10/18/05		SEE NO. 8 BELOW. RET	
VENDOR NAME AND ADDRESS	7	2203255 10/18/05	10:00 AM
====>		OFFICE OF STATE PURCHASI OFFICE OF STATE PURCHASI POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909	NG NG 5
<u> </u>		BUYER PHONE : (22 DATE ISSUED : 09/ REQ. AGENCY : 813	
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITT		ISIS REQ. NO. : 126 VENDOR PHONE : FISCAL YEAR : 06	2068 31272
		CLASS/SUBCLASS : 983 SCHEDULED BEGIN DATE : 11/ SCHEDULED END DATE : 06/ T-NUMBER : DC	01/05 30/06
UNIFORM SERVICE CONTRACT		<u> </u>	
DOTD SABINE RIVER AUTHORITY			
PLEASE REMOVE FROM THIS COMMODITY CODE. COMMODITY CODE. CONTROL OF PROMPT PAYMENT IF MADE WITHIN THIS LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRIBUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. BID BOND ATTACHED	RTY (30) DAYS. CASH DISC WILL NOT BE CONSIDERE ACTS, CASH DISCOUNTS HED,OTHER,	D IN VILL BE ACCEPTED AND TAKEN IF REQUIRED.	
MOTEUR	010 TO DIDDEDO		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPI 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK.		ORMS OF ALTERATION TO UNIT PRICES SI	HOULD BE FOLD HERE>
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAD INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: N/A	DE WITHIN 30 DAYS AFTER)VANCE"
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED.		% OF BID.	
7. DESIRED DELIVERY:	PECIAL ENVELOPE IF FUR TATE OF LOUISIANA INCLI	NISHED FOR THAT PURPOSE. IDING BUT NOT LIMITED TO L.R.S. 39:1551-	1736;
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID I	WITH ALL INSTRUCTIONS HOUT COLLUSION OR FRA	TO BIDDERS, TERMS, CONDITIONS AND JD. THIS BID IS TO BE MANUALLY SIGNED	
VENDOR PHONE NUMBER:	ITLE	I DATE	
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		BIDDER OR PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUIESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION,

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BOOLLY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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- SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.
- 5 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 6 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
- 7 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 8 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

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- 10 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
- 11 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 12 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.
- 13 CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH
 THIRTY (30) DAYS WRITTEN NOTICE.
- 14 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.
 - A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNET.GOV/EPLS
- 15 CONTRACT PERFORMANCE EVALUATION
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE
 AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED.
 AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE,
 DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE
 CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED
 IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.
 TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO
 WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

- 16 ALL LINES BID MUST HAVE A BRAND SPECIFIED.
- 17 EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM

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CONSIDERATION.

18 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

- 19 AWARD FORMULA: AWARD TO BE MADE TO THE OVERALL LOW BIDDER MEETING THE WRITTEN SPECIFICATIONS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO DELETE LINE ITEM(S) FROM AWARD.
- 20 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.
- 21 IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE AT TIME OF SHIPMENT.
- 22 ALL ART, COLOR SEPARATIONS, FILM, NEGATIVES, TAPES, FLOPPY DISKS, SPECIAL PLATES AND DIES ARE TO BECOME THE PROPERTY OF THE STATE OF LOUISIANA. SUCCESSFUL VENDOR IS TO FORWARD THESE TO THE AGENCY UPON COMPLETION OF THIS JOB.

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: LA DEPT OF TRANS & DEVELOPMENT SABINE RIVER DIVERSION SABINE DIV CANAL SEC 76 P. O. BOX 336 SULPHUR, LA 70664					
00001	COMMODITY CODE: 983-86-000000 TO ESTABLISH UNIFORMS RENTAL SERVICE CONTRACT (LAUNDER, PRESS, PICK-UP AND DELIVERY) FOR THE SABINE RIVER AUTHORITY OF THE LA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, IN ACCORDANCE WITH TERMS, CONDITIONS AND SPECIFICATIONS SET FORTH HEREIN AND ATTACHED HERETO, FOR A PERIOD OF DELIVERY BEGINNING WITH DATE OF AWARD AND ENDING JUNE 30, 2006.	1560	EACH			
	UNIFORM SERVICE (LAUNDER/PRESS/ PICKUP/DELIVERY) FOR ONE MEN'S COMFORT STYLE WORK SHIRT (SHORT SLEEVE). SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00002	COMMODITY CODE: 983-86-000000 UNIFORM SERVICE (LAUNDER/PRESS/ PICKUP/DELIVERY) FOR ONE MEN'S COMFORT STYLE WORK SHIRT (LONG SLEEVE). SPECIFY BRAND (& NUMBER IF APPLICABLE)	208	EACH			
00003	COMMODITY CODE: 983-86-000000	145	EACH			

PRICE S	неет	INVITATI	ON TO B	JD.		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNIFORM SERVICE (LAUNDER/PRESS/ PICKUP/DELIVERY) FOR ONE MEN'S DENIM BLUE JEAN. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00004	COMMODITY CODE: 983-86-000000 UNIFORM SERVICE (LAUNDER/PRESS/ PICKUP/DELIVERY) FOR ONE POLO STYLE SHIRT	624	EACH			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00005	COMMODITY CODE: 983-86-000000 UNIFORM SERVICE (LAUNDER/PRESS/ PICKUP/DELIVERY) FOR ONE MEN'S UNIFORM OXFORD SHIRT (SHORT SLEEVE).	104	EACH			·
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00006	COMMODITY CODE: 983-86-000000 UNIFORM SERVICE (LAUNDER/PRESS/ PICKUP/DELIVERY) FOR ONE KHAKI COMFORT SLACKS.	104	EACH		<u> </u>	
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00007	COMMODITY CODE: 983-86-000000	1	EACH			
	·					:

PRICE S	HEET	INVIT	ATION TO E	BID	
NUMBER OPEN DATE	: 2203255 : 10/18/05 TIME: 10:00 AM : DOT02	BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITE FROM/TO		UNIT PRICE	EXTENDED TOTAL
	UPGRADE COST TO BE ADDED IF SHIRT SIZE IS 2XL OR LARGER. SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00008	COMMODITY CODE: 983-86-000000 UPGRADE COST TO BE ADDED IF TROUSER SIZE IS 46 OR LARGER SPECIFY BRAND (& NUMBER IF	1	EACH		
00009	APPLICABLE) COMMODITY CODE: 983-86-000000 PREP CHARGES AND/OR ALTERATION CHARGES FOR ONE EMPLOYEE (ONE TIME UP FRONT	1	EACH		
00010	CHARGE). SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 983-86-000000	1	1 EACH		
30010	PREP CHARGES AND/OR ALTERATION CHARGES FOR NEW EMPLOYEES. SPECIFY BRAND (& NUMBER IF APPLICABLE)		EACH		
00011	COMMODITY CODE: 983-86-000000	1	EACH		

DD LOT G		INIVITATI		ID		-
PRICE S	HEET : 2203255	INVITATI	ONTOB	10	T	
	: 10/18/05 TIME: 10:00 AM	BIDDER:			<u></u>	PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	REPLACEMENT COST FOR SHORT SLEEVE WORK SHIRT MALICIOUSLY DAMAGED, LOST OR NOT RETURNED AT END OF CONTRACT PERIOD. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00012	COMMODITY CODE: 983-86-000000 REPLACEMENT COST FOR LONG SLEEVE WORK SHIRT MALICIOUSLY DAMAGED, LOST OR NOT RETURNED AT THE END OF CONTRACT PERIOD. SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			· · · · · · · · · · · · · · · · · · ·
00013	COMMODITY CODE: 983-86-000000 REPLACEMENT COST FOR MEN'S DENIM BLUE JEANS MALICIOUSLY DAMAGED, LOST OR NOT RETURNED AT THE END OF CONTRACT PERIOD. SPECIFY BRAND (& NUMBER IF	1	EACH			
00014	APPLICABLE) COMMODITY CODE: 983-86-000000 REPLACEMENT COST FOR POLO STYLE SHIRT MALICIOUSLY DAMAGED, LOST OR NOT RETURNED AT END OF CONTRACT PERIOD.	1	EACH			
00015	SPECIFY BRAND (& NUMBER IF APPLICABLE) COMMODITY CODE: 983-86-000000	1	EACH			 -

PRICE S	HEET	INVITATI	ON TO B	ID		
	: 2203255 : 10/18/05 TIME: 10:00 AM : DOT02	BIDDER:				PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	REPLACEMENT OF UNIFORM OXFORD SHIRT MALICIOUSLY DAMAGED, LOST OR NOT RETURNED AT END OF CONTRACT PERIOD. SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00016	COMMODITY CODE: 983-86-000000 REPLACEMENT OF KHAKI COMFORT SLACKS MALICIOUSLY DAMAGED, LOST OF NOT RETURNED AT END OF CONTRACT PERIOD.	.1	EACH			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)		} }			
00017	COMMODITY CODE: 983-86-000000	1	EACH			
	NAME EMBLEM - EMPLOYEE NAME SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00018	COMMODITY CODE: 983-86-000000 COMPANY NAME EMBLEM - (SRA) RECTANGULAR WITH ROUNDED CORNERS 4" X 1 7/8" SPECIFY BRAND (& NUMBER IF	1	EACH			
00019	APPLICABLE) COMMODITY CODE: 983-86-000000	1	EACH			

PRICE S	HEFT	INVITATI	ON TO B	ID	
NUMBER	: 2203255 : 10/18/05 TIME: 10:00 AM	BIDDER:			PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	DIRECT EMBROIDERY. SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00020	COMMODITY CODE: 983-86-000000 CUSTOM COMPANY LOGO EMBLEM. TO BE EMBROIDERED DIRECTLY ONTO SHIRTS SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT SABINE RIVER AUTHORITY SPECIAL CONDITIONS AND SPECIFICATIONS FOR FURNISHING

UNIFORM RENTAL SERVICE

Please read the following instructions and special conditions and specifications carefully. Any deviation may cause your bid to be disqualified. Any corrections or other forms of alteration to unit prices should be initialed by the bidder. Failure to do so will cause rejection of your bid.

CONTRACT

Contract for furnishing **UNIFORM RENTAL SERVICE** for the DOTD – Sabine River Authority/Section 76 as requested in accordance with provisions set for a twelve (12) month period as specified herein. The contract period will begin with acceptance of award.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

PURPOSE AND INTENTION

The purpose and intention of this invitation to bid is to comply with State laws and establish a contract between the S.R.A. and the successful bidder(s), whereby the S.R.A. may purchase **UNIFORM RENTAL SERVICE** from the contractor as shown herein.

QUANTITIES

No specific quantities are given or guaranteed, only such **UNIFORM RENTAL SERVICE** as required by the S.R.A. during the contract period will be ordered.

S.R.A. reserves the right to increase or decrease quantities based on fluctuation of employees and/or employee work schedules.

Quantities shown are based on the previous contract usage or estimates. The successful bidder must supply at bid price actual quantities as ordered whether the total of such quantities are more or less than then quantities shown.

Bids which specify a minimum delivery will not be considered for award.

SPECIFICATIONS

All **UNIFORM RENTALS** must be in accordance with the attached specifications. Failure to meet specifications will result in rejection.

GUARANTEE AND LIABILITY

The contractor accepts the following guarantees:

- (1) Guarantee that the supplies delivered are free from defects in design and construction.
- (2) Guarantee that the supplies are the manufacturer's standard design in construction and that no changes or substitutions have been made in the items listed in this contract.

The contractor holds and saves the State, its officers, agents, and employees harmless from liability of any kind, including cost and expenses on account of any patented or unpatented invention, articles, devices or appliances manufactured or used in the performance of this contract, including use by the government.

The contractor agrees to replace free of charge all defective equipment, materials or supplies delivered under this contract. All transportation charges covering return and replacement shall be paid by the contractor.

PRICES

All prices quoted shall be in the unit of measure as shown on the Bid Schedule and shall remain firm for the contractual period. Unit price bid must not exceed four digits to right of decimal point. Unit price submitted beyond four digits will be rounded off to the nearest fourth digit.

Prices quoted shall include all costs incidental to any license or patent that may be held by any company processing the materials bid on and the dealer agrees to hold the State from any claims, suits, costs or penalties for infringement or use of licensed or patented products.

BASIS OF AWARD

The award of the contract will be made to the lowest responsible bidder complying with all details of this contract proposal as determined by the State.

The low bidder will be determined by multiplying the estimated number of

uniforms by the unit price for item 001, multiplying the estimated number of uniforms by the unit price for item 002, multiplying the estimated number of uniforms by the unit price for item 003, multiplying the estimated number of uniforms by the unit price for item 004, multiplying the estimated number of uniforms by the unit price for item 005, multiplying the estimated number of uniforms by the unit price for item 006, and by multiplying the estimated number of employees by the unit price of item 009. The grand total will be determined by adding these seven totals together; these grand totals will then be used to determine the overall low bidder. Listed below are the estimates by item number:

Estimated number of Work Shirts (short s.) cleaned weekly for item 001: 30 EA

Estimated number of Work Shirts (long s.) cleaned weekly for item 002: 4 EA

Estimated number of Blue Jeans cleaned weekly for item 003: 28 EA

Estimated number of Polo Shirts cleaned weekly for item 004: 12 EA

Estimated number of Oxford Shirts cleaned weekly for item 005: 2 EA

Estimated number of Comfort Slacks cleaned weekly for item 006: 2 EA

Estimated number of employees covered by item 009: 11 EA

In order to be considered for award, bidder must provide service in the Lake Charles/Sulphur area. No exceptions will be allowed.

All bidders are asked to complete extended totals for each item and submit grand total.

In the event an error is made in extending total prices, the unit price will govern.

Discounts will not be considered in determining low bidder.

SAMPLES

Prior to award, bidders may be required to submit samples and/or color swatches.

The S.R.A. reserves the right to reject any colors which deviate substantially from the colors specified herein.

Samples are not to be submitted with bid proposal.

DELIVERY

The successful bidder will be required to have on hand or immediately available an adequate supply of **UNIFORMS** in order to meet the Department's requirements, as ordered, where ordered, during the life of the contract.

Successful bidder will be expected to begin rental service within thirty days after notification to proceed.

Delivery days and times must be coordinated with Dan Holder or Cindy Cromer at the S.R.A. Diversion Canal office, 2365 E. Napoleon St., Sulphur, LA 70664. Ph.(337) 625-9020 Fax (337) 625-9713.

All employees are on a four (4) day work week, deliveries must be made Monday – Thursday between the hours of 8:00 am and 4:00 pm.

The successful bidder will be required to make a special uniform delivery for any employee who is not at the job site on the scheduled delivery day. No additional charge will be allowed for this service.

Bidders quoting a minimum delivery for any location will not be considered for award.

DELIVERY LOCATION

Sabine River Authority – Diversion Canal office 2365 East Napoleon St. Sulphur, LA 70663

PREPARATION CHARGES

Any contractor, who furnished uniforms during the previous expired contract, will not be allowed to charge a preparation charge and/or alteration charge (the one time up front charge) which is shown in item 009 for employees who were being furnished uniforms on the previous contract. Preparation charges and/or alteration charges will only be allowed for employees not previously being furnished uniforms by the contractor.

REPLACEMENT UNIFORMS

The S.R.A. will be responsible for the cost of replacement charges for lost or maliciously damaged items.

The contractor will be responsible for the cost of replacement for items which are damaged due to normal wear and tear, which included stains associated with the employee's craft. An example of normal wear and tear would include grease on a Maintenance Repairer's uniform, paint on a Painter's uniform, etc. The contractor will also be responsible for the cost of replacement for items which are considered size changes. No additional charges will be allowed.

UNIFORM REPAIRS

The successful bidder will be required to examine uniforms prior to weekly cleaning and must mend or replace uniforms as necessary.

The S.R.A. reserves the right to reject any uniforms which are torn, stained, or which have missing buttons. No additional charges will be allowed for uniform repairs.

PURCHASE ORDERS

Purchase Orders will be issued by the S.R.A. to cover weekly charges after service has been rendered. In no event shall delivery be made without proper authorization.

INVOICES

Upon each delivery and its acceptance by the State, the contractor shall bill the S.R.A. by means of an invoice and such invoice shall make reference to the Purchase Order Number on which delivery was made.

At the time of delivery, the contractor is to make a delivery receipt on his own form showing complete description, the employee's name, the exact quantity delivered, price and extension.

Weekly charge for each employee will be determined by the uniform schedule set for that employee. If an employee is on a 4/4/1 uniform schedule, the weekly charge would be for 4 uniforms. A 4/4/1 uniform schedule is defined as an employee being issued 9 uniforms initially, 4 of which are returned weekly for cleaning, 4 are received weekly from the uniform service and one is being worn. Invoice charges for the employee will be in accordance with the uniform schedule and not the actual number of uniforms cleaned. The only exception is when the contractor is notified to temporarily remove an employee from the service due to extended leave.

Invoices shall be submitted weekly by the contractor in triplicate directly to the address furnished by the successful bidder. Invoices must list charges for each employee individually.

Invoice price must agree with contract price.

PAYMENTS

Invoices will be paid by the S.R.A. within the discount period or within thirty calendar days from receipt of correct invoice. If contractor proposes a discount, discount period will start from receipt of correct invoice.

Successful bidder will be required to convert weekly charge for each employee to a per uniform charge in accordance with the terms of the contract.

TAXES

The contractor is responsible for including all applicable taxes in the bid price. State Agencies are exempt from all State and Local Sales and Use Taxes.

REJECTION OF BIDS

The State reserves the right to reject any and all bids and/or waive any informalities.

EXTENSION OF CONTRACT

At the option of the State and acceptance by the contractor, contract(s) awarded under this proposal may be extended for two (2) additional twelve (12) month periods at the same terms and prices upon giving ten (10) days written notice to the contractor. Contract not to exceed thirty-six months.

Prior to exercising the State's option to extend contract, the State will determine if an extension is in the best interest of the State, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined.

TERMINATION OF CONTRACT

The State reserves the right to terminate this contract prior to the end of the contract period upon giving a ten (10) day written notice to the contractor for unsatisfactory performance, unsatisfactory delivery, unsatisfactory service, failure to meet specifications, misrepresentation by the contractor, fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State, conflict of contract provisions with constitutional or statutory provisions of State or Federal Law, any breach of contract, and/or if it is considered in the best interest of the State.

All orders delivered prior to the effective date of such termination shall be paid for by the S.R.A. in accordance with the terms of the contract, whereupon all obligations of both parties to the contract shall cease.

In the event contract contains a provision entitled "Guarantees" such guarantees shall apply to all items delivered prior to termination.

CONTRACT EXPIRATION

Upon expiration of the contract, all uniforms will be returned to the contractor. The S.R.A. will be charged the replacement cost for any items which are lost or maliciously damaged. Prior to any charges for maliciously damaged garments, the garments must be inspected by S.R.A. personnel. If the Agency's designated representative concurs, the S.R.A. will authorize payment for such garments.

DEFAULT OF CONTRACTOR

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the State has determined the contractor to be in default, the S.R.A. reserves the right to purchase any or all products or services covered by this contract on the open market and charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

SIGNATURE OF BIDDER

To be considered for an award, all bidders shall fill in the contract proposal completely and shall sign in the appropriate places. Contract proposal form should be returned in its entirety.

BIDDERS CERTIFICATION OF EEOC AND ADA COMPLIANCE

The State and the Department of Transportation and Development are equal opportunity employers and looks to their contractors, subcontractors, vendors and suppliers to take affirmative action to affect this commitment in its operations.

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans With Disabilities Act of 1990.

Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

Bidder agrees to keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

SPECIAL ACCOMMODATIONS

Any person who is a "qualified individual with a disability" as defined by 42 USC 12131 of the Americans With Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening date.

INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees.

However, the contractor shall have no obligations as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the State, its officers, its agents or its employees.

SIGNATURE AUTHORITY

In accordance with Louisiana Revised Statute 39:1594(Act121), the person signing this bid must be:

- 1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State, or
- 2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit, or
- 3. An individual listed on the State of Louisiana bidder's application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

By signing the bid, the bidder further certifies compliance with all Instructions to Bidders, terms, conditions and specifications and further certifies that this bid is made without collusion or fraud.

For good cause and as consideration for executing this contract, the contractor hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to the S.R.A.

PREFERENCE

No preference will apply to this contract.

BID SCHEDULE

ITEM 001	Uniform Service (Launder/Press/Pickup/Delivery) for one men's Comfort Style Work Shirt (short sleeve).	Ea
ITEM 002	Uniform Service (Launder/Press/Pickup/Delivery) for one men's Comfort Style Work Shirt (long sleeve).	Ea
ITEM 003	Uniform Service (Launder/Press/Pickup/Delivery) for one men's Denim Blue Jean.	Ea
ITEM 004	Uniform Service (Launder/Press/Pickup/Delivery) for one Polo Style Shirt.	Ea
ITEM 005	Uniform Service (Launder/Press/Pickup/Delivery) for one men's Uniform Oxford Shirt (short sleeve).	Ea.
ITEM 006	Uniform Service (Launder/Press/Pickup/Delivery) for one Khaki Comfort Slacks.	Ea.
ITEM 007	Upgrade cost to be added if shirt size is 2xl or or larger	Ea.
ITEM 008	Upgrade cost to be added if trouser size is 46 or larger	Ea.
ITEM 009	Prep charges and/or alteration charges for one employee (one time up front charge)	Ea.
ITEM 010	Prep charges and/or alteration charges for new employees	Ea.
ITEM 011	Replacement cost for short sleeve work shirt maliciously damaged, lost or not returned at end of contract p	Ea. eriod
ITEM 012	Replacement cost for long sleeve work shirt maliciously damaged, lost or not returned at end of contract p	Ea. eriod
ITEM 013	Replacement cost for men's denim blue jeans maliciously damaged, lost or not returned at end of contract p	Ea.
ITEM 014	Replacement cost for polo style shirt maliciously damaged, lost or not returned at end of contract p	Ea. eriod
ITEM 015	Replacement cost for uniform oxford shirt maliciously damaged, lost or not returned at end of contract p	Ea eriod
ITEM 016	Replacement cost for khaki comfort slack maliciously damaged, lost or not returned at end of contract p	Ea eriod
ITEM 017	Name Emblem	Ea
ITEM 018	Company Name Emblem	Ea
ITEM 019	Direct Embroidery	Ea
ITEM 020	Company Logo Emblem	Ea

The unit cost shown in items 001, 002, 004 and 005 must be based on an employee being issued all short sleeve shirts, all long sleeve shirts, or a combination thereof based on District's preference. The initial order for each employee will not be changed through the life of the contract.

Unit cost shall be listed separately for furnishing and affixing two emblems to each shirt, or direct embroidery on polo and oxford shirts.

Unit cost shown above must include size changes and garment change outs for normal wear and tear. No additional changes will be allowed.

Uniforms to be furnished for items 001 thru 006 cover the following classifications:

Approximately 6 Maintenance Employees in the following colors:

```
Light Blue w/Red Stripe – Shirt (work)
Denim Blue Jean - Trousers
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Approximately 1 Levee Forman in the following colors:

```
Dark Blue – Shirt (polo)
Light Blue w/Red Stripe – Shirts (work)
Denim Blue Jean – Trousers
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Approximately 2 E/I Employees in the following colors:

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Dark Blue – Shirt (polo)
Light Blue w/Red Stripe – Shirt (work)
NO PANTS
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Approximately 1 Accounting Specialist in the following colors:

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Dark Blue – Shirt (polo)
NO PANTS
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Approximately 1 Maintenance Engineer in the following colors:

```
Dark Blue – Shirt (polo)
Light Blue, Solid – Shirt (oxford)
Khaki, Pleated – Trousers (slack)
```

The State reserves the right to make adjustments to colors shown above.

All bidders must list colors available for Men's Work Shirt (short sleeve) in iten	n 001
All Bidders must list colors available for Men's Work Shirts (long sleeve) in ite	m 002
All bidders must list colors available for Denim Jeans in item 003:	
All Bidders must list colors available for Polo Style Shirt in item 004:	

All Bidders must list colors available for Oxford Style Shir	t in item 005:			
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	_			
All Bidders must list colors available for Comfort Slacks in	item 006:			
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	_			
	_			
	_			
	_			
Estimated number of employees covered by item 001 is:	8			
Estimated number of employees covered by item 002 is:	1			
Estimated number of employees covered by item 003 is	7			
Estimated number of employees covered by item 004 is	5			
Estimated number of employees covered by item 005 is:	1			
Estimated number of employees covered by item 006 is:	1			
Estimated number of Work Shirts (short s.) furnished week	ly for item 001 is:	30		
Estimated number of Work Shirts (long s.) furnished weekly for item 002 is:				
Estimated number of Blue Jeans furnished weekly for item 003 is:				
Estimated number of Polo Shirts furnished weekly for item 004 is:				
Estimated number of Oxford Shirts furnished weekly for its	em 005 is:	2		
Estimated number of Comfort Slacks furnished weekly for item 006 is:				

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LOUISIANA SABINE RIVER AUTHORITY, SECTION 76 SPECIFICATIONS

UNIFORM RENTAL

SHIRT, Work, Comfort Style (Short and Long Sleeve)

FABRIC:

65% polyester, 35% combed cotton, permanent press, soil release, free from defects affecting appearance or service, loose threads must be removed, points of strain bar-tacked or safety stitched

POCKETS:

Self fabric, triangular tacks at corners, pencil compartment in left pocket, button and buttonhole both pockets

SLEEVE VENT:

Short sleeve shirt to be approximately 6 1/2 inches long from base of cuff to apex of vent, faced with self fabric, no exposed raw edges

Long sleeve shirt to be finished to exact custom length of the individual, cuff to have color coordinated button closure

COLLAR:

One piece, convertible, permanent, slotted mylar collar stays, stitched to garment, basted in 50% polyester, 50% cotton liner, non-allergic, compatible with permanent press finish

BACK YOKE:

Attached at shoulder seam and under collar, base stitched to shirt

PRESSING:

Shirts pressed or steamed completely and properly before each issue

COLOR:

Color to be as specified in the bid schedule

SHIRT, Polo Style

STYLE:

Taped neck band, three button placket, and rib knit cuffs. One hemmed spade style pocket on right front with bartacks.

FABRIC:

100 % Polyester, with a minimum weight of 5 oz.

COLOR:

Colors to be as specified in the bid schedule

SHIRT, Oxford Style

STYLE:

Two piece, lined, banded, topstitched button-down collar. Closure has no less than seven buttons with vertical buttonholes and center pleat placket. One hemmed spade style pocket on right front with bartacks. Separate two piece yoke and tailored sleeve placket.

FABRIC:

Body fabric of approximately a 60/40 Cotton/Polyester blend, approximately 4.4 oz. per square yard, durable press soil release finish. Cuff lining approximately 100% Cotton. Collar lining approximately 100% Polyester.

COLOR:

Colors to be as specified in the bid schedule

TROUSERS, Denim, Work Jeans

STYLE:

Classic-cut regular fit, frontier style front pocket with mitered corners into side seam. Two patch style hip pockets attached by double rows of stitching. Two needle felled seam jean riser on back panels. Topstitched belt loops, two piece lined waistband with 2" to 3" total outlet.

FABRIC:

100% Prewashed cotton "BLUE" denim, minimum 14 oz. denim.

TROUSERS, pleated slacks

FABRIC:

65% dacron polyester, 35% cotton, twill fabric, permanent press finish, fabric to include a soil release finish combined with a color bright retention and moisture absorbency for maximum comfort

SEWING:

Color-fast polyester or monofilament polyester thread, all raw seams serged to eliminate fraying, out-seams and inseams chain stitched to reduce possibility of any seam popping, trouser lengths hemmed with no cuffs, finished to exact custom length of the individual, trousers manufactured to allow for ample room for waist or length alterations.

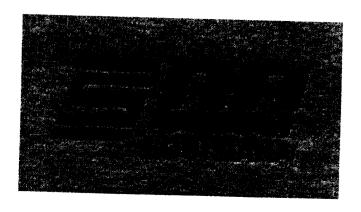
All points of stress reinforced with bar-tack or safety stitch nine bar-tacks.

PRESSING:

Trousers post cured, permanent pressed fabric, pressed or steamed completely and properly before each issue

COLOR:

Colors to be as specified in the bid schedule



direct embroidery – 2.7 x4" dark navy & black lettering



4" x 1 7/8" - navy/black on white background



4 x 1 7/8" - navy/black on dark tan background